



FAPA

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AGREEMENT
Between
Frontier Airlines, Inc.
and
the Airline Pilots
in the Service of
Frontier Airlines, Inc.
as Represented by the
Frontier Airline Pilots Association



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SECTION 21

DUES CHECK-OFF AND UNION SECURITY**A. CHECK-OFF**

1. The Company shall allow the deduction of Association Membership Dues or Agency Shop Fees from a Pilot's paycheck provided such Pilot voluntarily executes 1 of the following agreed upon forms known as the "Check-Off Form", which shall be prepared and furnished by the Association.
2. The Company shall remit to the Association by check, or other suitable means (acceptable to both the Company and the Association), all dues and Agency Fees collected as soon as possible after the pay date on which the deduction was made.
3. The Company remittance of Association Membership Dues and Agency Fees to the Association shall be accompanied by a list of names, employee numbers, and amounts of deductions for each Pilot for whom deductions have been made in that particular pay period.

Dues may be automatically deducted from paychecks and submitted to the Association by the Company.



B. DUES CHECK-OFF FORM

Assignment and Authorization for
Check-off of Association Dues
for the Frontier Airline Pilots Association

To: Frontier Airlines

I, _____, hereby assign the Frontier Airline Pilots Association my Association dues from any wages earned or to be earned by me as your employee. I authorize and direct you to deduct from my pay each pay period Association Membership Dues in the amount of 1.5% of my gross pay (or such monthly Dues as may hereafter be established in accordance with the Constitution of the Frontier Airline Pilots Association).

This assignment, authorization and direction may be revoked by me in writing at any time after the expiration of 1 year from the date hereof, or upon the termination date of the Dues Check-Off Agreement between the Company and the Association, whichever occurs sooner.

Signature of Employee _____

Date _____ Employee # _____

Domicile _____

Any notice of revocation as set forth in the Association Check-Off Form must be in writing, signed by the Pilot, and delivered by certified mail addressed to the Frontier Airlines payroll department, with a copy to the Secretary/Treasurer of the Frontier Airline Pilots Association. Dues Check-Off Forms and notices received by the Company shall be stamp-dated on the date received.

The Company shall remit to the Association a check for payment of all dues collected as soon as possible after the pay date on which the deduction was made. The Company remittance of Association membership dues to the Association shall be accompanied by a list of names, employee numbers and amounts of deductions for each Pilot for whom deductions have been made in that particular pay period.



C. AGENCY SHOP CHECK-OFF FORM

Assignment And Authorization for
Check-Off of Association Agency Shop Fees
for the Frontier Airline Pilots Association

To: Frontier Airlines

I, _____, hereby assign the Frontier Airline Pilots Association my Agency Shop Fees from any wages earned or to be earned by me as your employee. I authorize and direct you to deduct from my pay each pay period Agency Shop Fees in the amount of 1.5% of my gross pay (or such monthly Fees as may hereafter be established in accordance with the Constitution of the Frontier Airline Pilots Association).

This assignment, authorization and direction may be revoked by me in writing at any time after the expiration of 1 year from the date hereof, or upon the termination date of the Agency Shop Check-Off Agreement between the Company and the Association, whichever occurs sooner.

Signature of Employee _____

Date _____ Employee # _____

Domicile _____

Any notice of revocation as set forth in the Agency Shop Check-Off Form must be in writing, signed by the Pilot, and delivered by certified mail addressed to the Company payroll department, with a copy to the Secretary/Treasurer of the Frontier Airline Pilots Association. Agency Shop Check-Off Forms and notices received by the Company shall be stamp-dated on the date received.

The Company shall remit to the Association a check for payment of all Fees collected as soon as possible after the pay date on which the deduction was made. The Company remittance of Agency Shop Fees to the Association shall be accompanied by a list of names, employee numbers and amounts of deductions for each Pilot for whom deductions have been made in that particular pay period.

D. AGENCY SHOP

Dues start 30 days after off Probation.

1. Each Pilot of the Company covered by this Agreement who fails to voluntarily acquire or maintain membership in the Association shall be required, as a condition of employment, beginning 30 days after the effective date of this Agreement or 30 days after the completion of the Pilot's Probationary Period, whichever is later, to pay the Association each pay period a service charge as a contribution for the administration of the Agreement and the representation of such Pilot. This service charge shall be an amount equal to the Association's regular monthly dues, initiation fees, and periodic assessments that would normally be required to be paid by such Pilot if they were a member.

Delinquent Pilots must pay within 15 days of notice or shall be discharged.

2. If any Pilot of the Company covered by this Agreement becomes delinquent in the payment of this service charge or any Association member becomes delinquent in the payment of dues, the Association shall attempt to notify such Pilot by certified mail, return receipt requested, with a copy sent by regular U.S. mail and a copy to the Vice President-Flight Operations, that the Pilot is delinquent in the payment of such service charge or membership dues as specified herein and is subject to discharge as a Pilot of the Company. Such letter shall also notify the Pilot that the required payment must be remitted within a period of 15 days or the Pilot shall be discharged.
3. The notice of delinquency required under Paragraph D.2., shall be deemed to be received by the Pilot, whether or not it is personally received by such Pilot, when mailed by the Association's Secretary/Treasurer, or their designee, by certified mail, return receipt requested, to the Pilot's last known address or to any other address that has been designated by the Pilot. It shall be the duty of every Pilot covered by this Agreement to notify the Association of every change in home address, or of an address where the notice required by this Paragraph can be sent and received by the Pilot, if the Pilot's home address is at any time unacceptable for this purpose.
4. If, upon the expiration of the 15 day period, the Pilot still remains delinquent, the Association shall verify in writing to the Vice President-Flight Operations, copy to the Pilot, that the Pilot has failed to remit payment within the grace period allowed and is therefore to be discharged. The Company's Vice President-Flight Operations shall hereupon take steps to discharge such Pilot from the service of the Company.
5. A grievance by a Pilot who is to be discharged as the result of an interpretation or application of the provisions of this section shall be subject to the following procedure:

- a. A Pilot who believes that the provisions of this Section have not been properly interpreted or applied as it pertains to the Pilot may submit a request for review in writing within 5 days from the date of notification by the Vice President-Flight Operations as provided in Paragraph 4 above. The request must be submitted to the Vice President-Flight Operations, or their designee, who shall review the grievance and render their decision in writing no later than 5 days following receipt of the grievance.

*A Pilot may
grieve discharge
under this
Section.*

- b. The Vice President-Flight Operations, or their designee, shall forward their decision to the Pilot, with a copy to the Association. Said decision shall be final and binding on all interested parties unless appealed, as hereinafter provided. If the decision is not satisfactory to either the Pilot or the Association, then either may appeal the decision within 10 days from the date of the decision directly to a neutral referee who may be agreed upon by the Pilot and the Association within 10 days thereafter. In the event the parties fail to agree upon a neutral referee within the specified period, either the Pilot or the Association may request the National Mediation Board to name such neutral referee. The decision of the neutral referee shall be final and binding on all parties to the dispute. The fees of such neutral referee shall be borne equally by the Pilot and the Association.

6. During the period a grievance is being handled under the provisions of this section, and until final award by the Vice President-Flight Operations, or their designee, or the neutral referee, the Pilot shall not be discharged from the Company nor lose any seniority rights because of noncompliance with the terms and provisions of this section. A decision shall be deemed final when the time for appeal has expired.

- a. A Pilot discharged by the Company under the provisions of this Paragraph shall be deemed to have been "discharged for cause" within the meaning of the terms and provisions of this Agreement.
- b. It is agreed that the Company shall not be liable for any time or wage claim of any Pilot discharged by the Company pursuant to a written order by any authorized Association representative under the terms of this Paragraph.